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3652

LICENSE AGREEMENT

FILED 5/20/59

THIS AGREEMENT, made and entered into this 3RD day of SEPTEMBER, 1958, by and between SHELL CHEMICAL CORPORATION, a corporation (hereinafter referred to as "Licensor") and STANDARD OIL COMPANY OF CALIFORNIA, ~~WESTERN OPERATIONS, INC.~~ a corporation (hereinafter referred to as "Licensee");

RECORDED IN
OFFICIAL RECORDS
LOS ANGELES COUNTY, CALIF.
RAY L. LEE, RECORDER

W I T N E S S E T H:

1959 JAN 7 PM 2:03

THAT, for and in consideration of the premises and the mutual obligations and covenants hereinafter set forth, Licensor does hereby grant to Licensee, without any warranty whatsoever, a license and privilege to lay, construct, maintain, operate and repair pipe lines (hereinafter referred to as "said pipe lines") under the following-described lands (hereinafter referred to as "said lands") situated in the County of Los Angeles, State of California, to wit:

A strip of land ten (10) feet in width, being a portion of Lots 19, 20, 30 and 43 of Tract 4671, as shown on a map recorded in Book 56, Pages 30 and 31 of Maps, Records of Los Angeles County, California, and portions of vacated Knox Street between Lots 20 and 21 and vacated Rosemead Street between Lots 19 and 30 of said Tract, the center line of which is described as follows: Beginning at a point in the northerly prolongation of the westerly line of said Lot 20 distant northerly thereon thirteen (13) feet from the center line of Knox Street; thence easterly, parallel with the north line of said Lot 20, a distance of fifteen (15) feet; thence southerly along a line which is parallel with and distant easterly fifteen (15) feet, measured at right angles, from the westerly line of said Lots 19 and 20 a distance of 443.5 feet, more or less, to a line which is parallel with and distant southerly 70.95 feet, measured at right angles, from the north line of said Lots 19, 30 and 43; thence easterly along said parallel line across said Lots 19, 30 and 43 and vacated portion of said Rosemead Street, a distance of 1965 feet, more or less, to the center line of Vermont Avenue, as shown on said Tract,

together with reasonable rights of ingress to and egress from said lands over adjacent lands designated by Licensor; subject, however, to (1) all existing easements, rights of way and other outstanding

1 interests, and (2) the National Securities Clause, and all other
2 terms and provisions of that certain Deed from the Rubber Pro-
3 ducing Facilities Disposal Commission to Licensor dated April 19,
4 1955, recorded in Book 47572 at Page 139, Official Records of Los
5 Angeles County, California, covering, among other lands, said lands.

6 In pursuance of the foregoing grant, Licensor and
7 Licensee hereby agree as follows:

8 1. Licensee shall lay and construct said pipe lines in
9 said lands (a) below any existing pipe lines and facilities and
10 (b) so as not to interfere with Licensor's use and enjoyment of
11 said lands. Prior to laying said pipe lines in said lands Licensee
12 shall obtain the written approval of Licensor's Plant Superinten-
13 dent as to the route to be traversed thereby. Upon completion of
14 the installation of said pipe lines Licensee shall furnish Licensor
15 with a reproducible tracing map showing the pipe sizes, horizontal
16 and vertical locations thereof, and the location of any and all
17 valves, flanges, tees, casements, trust collars and other appur-
18 tenances to said pipe lines. All excavations by Licensee shall be
19 back-filled and properly tamped and brought to the elevation of
20 the surrounding ground area with suitable earth materials and all
21 paved or improved areas which have been removed or damaged shall
22 be replaced to the satisfaction of Licensor. Licensee will remove
23 its equipment and material and debris immediately upon completion
24 of any operations performed by it hereunder.

25 2. Licensee shall install, maintain and operate said
26 pipe lines in accordance with the best engineering practices, and
27 all federal, state and local laws and regulations applicable thereto.

28 3. Licensor may at any time or from time to time request
29 Licensee to reconstruct, alter or change the location of said pipe
30 lines in said lands, and upon such request Licensee shall, at its
31 sole cost and expense, promptly relocate said pipe lines to the
32 location designated by Licensor.

1 4. Licensee shall pay before the same become delinquent
2 all taxes, charges, rates and/or assessments levied or assessed by
3 any governmental authority against said pipe lines or other prop-
4 erty, equipment or materials placed by Licensee upon said lands.
5 At any time after delinquency Licensor may pay and discharge any
6 and all of such taxes, charges, rates and/or assessments and
7 Licensee agrees to reimburse Licensor upon demand for all of such
8 payments so made by Licensor, together with interest thereon at
9 the rate of eight per cent (8%) per annum from the date of pay-
10 ment.

11 5. If Licensee shall fail to perform any act herein
12 required to be performed by Licensee or its contractors, Licensor
13 may perform such act and Licensee agrees to reimburse Licensor
14 upon demand for all costs and expenses incurred by Licensor in
15 performance thereof.

16 6. Licensee hereby releases and discharges Licensor
17 from all claims and demands by Licensee for loss of or damage to
18 Licensee's property, irrespective of any negligence on the part
19 of Licensor. Licensee agrees to pay Licensor upon demand for any
20 and all loss of or damage to Licensor's property which may arise
21 directly or indirectly out of the operations of Licensee or its
22 agents or contractors pursuant hereto.

23 7. Licensee agrees to indemnify Licensor against and
24 hold Licensor harmless from all claims, demands, actions, causes of
25 action, and costs and expenses, including attorney's fees, for
26 loss of or damage to any property or injury to or death of any
27 persons whomsoever (including, but not limited to, Licensor's and
28 Licensee's employees and the employees of any contractor of
29 Licensee) which may result directly or indirectly from the granting
30 of this license or the exercise or enjoyment of any rights there-
31 under, irrespective of any negligence of Licensor.

32 8. This license and the rights and privileges of the

1 Licensee hereunder are personal to the Licensee and shall not be
2 assigned or otherwise transferred by Licensee (voluntarily, by
3 operation of law or otherwise), in whole or in part, without the
4 prior written consent of the Licensor, and any such attempted
5 assignment or other transfer without such consent shall be null
6 and void for all purposes.

7 9. Any written notice or writing to be given to Licensee
8 hereunder may be given by delivering the same to any officer of
9 Licensee in person or by mailing the same by certified or regis-
10 tered mail, postage prepaid, addressed to Licensee at _____
11 _____ 225 Bush Street, San Francisco 20, California _____.

12 Any written notice or writing to be given to Licensor hereunder
13 may be given by delivering the same to any officer of Licensor or
14 by mailing the same by certified or registered mail, postage pre-
15 paid, addressed to Licensor at _____ Shell Building, 1008 West Sixth
16 _____ Street, Los Angeles 4, California _____.

17 Any notice mailed as aforesaid shall be deemed delivered upon the
18 expiration of forty-eight (48) hours after deposit in the United
19 States mail. Either party may change the manner in which notices
20 may be given to it or specify a different address by written
21 notice to the other as hereinabove provided.

22 10. All the terms and provisions hereof shall be appli-
23 cable to any existing pipe lines or facilities which Licensee may
24 have installed in said lands under any easements, rights of way
25 or licenses which Licensee may have heretofore acquired with
26 respect to said lands.

27 This agreement shall be binding upon and inure to the
28 benefit of the respective successors and assigns of the parties
29 hereto.

30 IN WITNESS WHEREOF, Licensor and Licensee have executed
31
32

1 this agreement as of the day and year first hereinabove written.

2 SHELL CHEMICAL CORPORATION

3 By [Signature]

4 VICE PRESIDENT

5 L. L. HUMPHREYS

6 STANDARD OIL COMPANY OF CALIFORNIA

7 By STANDARD OIL COMPANY OF CALIFORNIA,
8 WESTERN OPERATIONS, INC.
9 Its Attorney in Fact,

10 RECORDED AT REQUEST OF
11 STANDARD OIL COMPANY OF CALIFORNIA
REAL ESTATE AND RIGHT OF WAY DEPT
P. O. BOX 2437 TERMINAL ANNEX
LOS ANGELES 54 CALIFORNIA

By [Signature]

Manager, Real Estate and Right of Way
Department
LICENSEE

STATE OF NEW YORK) SS.:
COUNTY OF NEW YORK)

On this 19th day of September, 1958, before me, Florence E. Jones, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared C. W. Humphreys, known to me to be a Vice President of Shell Chemical Corporation, the corporation named as Licensor in and which executed the foregoing instrument, and known to me to be the person who signed the same on behalf of said Corporation, and acknowledged to me that said Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

FLORENCE E. JONES
Notary Public, State of New York
No. 307112500
Qualified in Nassau County
Cert. Filed in New York County
Term Expires March 30, 1960

[Signature]

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } SS.

On this 4th day of September, in the year of our Lord 1958, before me, [Signature], a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared D. B. SCHENRY, known to me to be the Manager Real Estate and Right of Way Department of of Standard Oil Company of California, Western Operations, Inc., and known to me to be the person who executed the within instrument on behalf of said Standard Oil Company of California, Western Operations, Inc., the corporation that executed and whose name is subscribed to the within instrument as the Attorney in Fact of Standard Oil Company of California and acknowledged to me that he subscribed the name of Standard Oil Company of California thereto as principal and the name of Standard Oil Company of California, Western Operations, Inc., as Attorney in Fact of said Standard Oil Company of California and that said Standard Oil Company of California, Western Operations, Inc., executed the same as such Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

My Commission Expires:

[Signature]
Notary Public in and for said City and County and State

Jan 29, 1960.